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UNITED STATES DISTRICT COURT

DISTRICT OF NEVADA

SAMONE SESSION,

Plaintiff(s),

vs.

DATA X, LTD.,

Defendant(s).

Case No.: 2:21-cv-01887-JCM-BNW

**STIPULATED PROTECTIVE
ORDER**

IT IS HEREBY STIPULATED by and between Samone Session (“Plaintiff”) and Defendant DataX, Ltd. (“DataX”), collectively the “Parties,” by and through their counsel of record, as follows:

WHEREAS, documents and information have been and may be sought, produced or exhibited by and among the parties to this action relating to trade secrets, confidential research, development, technology or other proprietary information belonging to the defendants and/or personal income, credit and other confidential information of Plaintiff.

1 THEREFORE, an Order of this Court protecting such confidential information
2 shall be and hereby is made by this Court on the following terms:

3 1. This Order shall govern the use, handling and disclosure of all documents,
4 testimony or information produced or given in this action which are designated to be
5 subject to this Order in accordance with the terms hereof.

6 2. Any party or non-party producing or filing documents or other materials in
7 this action may designate such materials and the information contained therein subject
8 to this Order by typing or stamping on the front of the document, or on the portion(s) of
9 the document for which confidential treatment is designated, "Confidential."

10 3. To the extent any motions, briefs, pleadings, deposition transcripts, or other
11 papers to be filed with the Court incorporate documents or information subject to this
12 Order, the party filing such papers shall designate such materials, or portions thereof, as
13 "Confidential," and shall file them with the clerk under seal; provided, however, that a
14 copy of such filing having the confidential information deleted therefrom may be made
15 part of the public record. Any party filing any document under seal must comply with
16 the requirements of Local Rules.

17 4. All documents, transcripts, or other materials subject to this Order, and all
18 information derived therefrom (including, but not limited to, all testimony, deposition,
19 or otherwise, that refers, reflects or otherwise discusses any information designated
20 Confidential hereunder), shall not be used, directly or indirectly, by any person,
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1 including the Parties, for commercial or competitive purposes or for any purpose
2 whatsoever other than solely for the preparation and trial of this action in accordance
3 with the provisions of this Order.
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5 5. All depositions or portions of depositions taken in this action that contain
6 confidential information may be designated as “Confidential” and thereby obtain the
7 protections accorded other confidential information. The parties shall have twenty-one
8 (21) days from the date a deposition is taken, or fourteen (14) days from the date a
9 deposition transcript is received, whichever date is greater, to serve a notice to all parties
10 designating portions as “Confidential.” Until such time, all deposition testimony shall
11 be treated as confidential information. To the extent any designations are made on the
12 record during the deposition, the designating party need not serve a notice re-designating
13 those portions of the transcript as confidential information. Any party may challenge
14 any such designation in accordance with Paragraph 14 of this Order.
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19 6. Except with the prior written consent of the individual or entity designating
20 a document or portions of a document as “Confidential,” or pursuant to prior Order after
21 notice, any document, transcript or pleading given “Confidential” treatment under this
22 Order, and any information contained in, or derived from any such materials (including
23 but not limited to, all deposition testimony that refers, reflects or otherwise discusses
24 any information designated confidential hereunder) may not be disclosed other than in
25 accordance with this Order and may not be disclosed to any person other than: (a) the
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1 Court and its officers; (b) parties to this litigation; (c) counsel for the parties, whether
2 retained counsel or in-house counsel and employees of counsel assigned to assist such
3 counsel in the preparation of this litigation; (d) fact witnesses subject to a proffer to the
4 Court or a stipulation of the parties that such witnesses need to know such information;
5 (e) present or former employees of the producing party in connection with their
6 depositions in this action (provided that no former employees shall be shown documents
7 prepared after the date of his or her departure); and (f) experts specifically retained as
8 consultants or expert witnesses in connection with this litigation.
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12 7. Documents produced pursuant to this Order shall not be made available to
13 any person designated in Subparagraph 6 (f) unless he or she shall have first read this
14 Order, agreed to be bound by its terms, and signed the attached Declaration of
15 Compliance.
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18 8. Third parties who are the subject of discovery requests, subpoenas or
19 depositions in this case may take advantage of the provisions of this Protective Order by
20 providing the parties with written notice that they intend to comply with and be bound
21 by the terms of this Protective Order.
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23 9. All persons receiving any or all documents produced pursuant to this Order
24 shall be advised of their confidential nature. All persons to whom confidential
25 information and/or documents are disclosed are hereby enjoined from disclosing same
26 to any person except as provided herein, and are further enjoined from using same except
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1 in the preparation for and trial of the above-captioned action between the named parties
2 thereto. No person receiving or reviewing such confidential documents, information or
3 transcript shall disseminate or disclose them to any person other than those described
4 above in Paragraph 6 and for the purposes specified, and in no event, shall such person
5 make any other use of such document or transcript.
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8 10. Nothing in this Order shall prevent a party from using at trial any information
9 or materials designated “Confidential.”

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11 11. This Order has been agreed to by the parties to facilitate discovery and the
12 production of relevant evidence in this action. Neither the entry of this Order, nor the
13 designation of any information, document, or the like as “Confidential,” nor the failure
14 to make such designation, shall constitute evidence with respect to any issue in this
15 action.
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18 12. Inadvertent failure to designate any document, transcript, or other
19 materials “Confidential” will not constitute a waiver of an otherwise valid claim of
20 confidentiality pursuant to this Order, so long as a claim of confidentiality is promptly
21 asserted after discovery of the inadvertent failure. If a party designates a document as
22 “Confidential” after it was initially produced, the receiving party, on notification of the
23 designation, must make a reasonable effort to assure that the document is treated in
24 accordance with the provisions of this Order, and upon request from the producing party
25 certify that the designated documents have been maintained as confidential information.
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1 **The designating party shall have the burden of proving that any document**
2 **designated as CONFIDENTIAL is entitled to such protection.**

3 13. Within sixty (60) days after the final termination of this litigation, all
4 documents, transcripts, or other materials afforded confidential treatment pursuant to
5 this Order, including any extracts, summaries or compilations taken therefrom, but
6 excluding any materials which in the good faith judgment of counsel are work product
7 materials, shall be returned to the Producing Party. In lieu of return, the parties may
8 agree to destroy the documents, to the extent practicable.

9 14. In the event that any party to this litigation disagrees at any point in these
10 proceedings with any designation made under this Protective Order, the parties shall first
11 try to resolve such dispute in good faith on an informal basis. If the dispute cannot be
12 resolved, the party objecting to the designation may seek appropriate relief from this
13 Court. During the pendency of any challenge to the designation of a document or
14 information, the designated document or information shall continue to be treated as
15 “Confidential” subject to the provisions of this Protective Order.

16 15. Nothing herein shall affect or restrict the rights of any party with respect to
17 its own documents or to the information obtained or developed independently of
18 documents, transcripts and materials afforded confidential treatment.

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16. The Court retains the right to allow disclosure of any subject covered by this stipulation or to modify this stipulation at any time in the interest of justice.

IT IS SO STIPULATED.

Dated February 3, 2022.

Submitted by:

No Opposition:

/s/ Shawn W. Miller
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/s/ Gia N. Marina
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Attorneys for Defendant
DataX, Ltd.

ORDER

IT IS SO ORDERED.


UNITED STATES MAGISTRATE JUDGE

Dated: 2/7/2022

UNITED STATES DISTRICT COURT
DISTRICT OF NEVADA

SAMONE SESSION,

Case No.: 2:21-cv-01887-JCM-BNW

Plaintiff(s),

vs.

DATA X, LTD.,

**EXHIBIT A
DECLARATION OF COMPLIANCE**

Defendant(s).

I, _____, declare as follows:

1. My address is: _____.

2. My present employer, occupation and job description are:

_____.

3. On _____, I received a copy of the Stipulated Protective Order and I have carefully read and understand the terms of the Stipulated Protective Order.

4. I will comply with all provisions of the Stipulated Protective Order and I will hold in confidence, and will not disclose to anyone not qualified under the Stipulated Protective Order, any information, documents or other materials produced subject to this Stipulated Protective Order and I will use such information, documents or other materials only for purposes of this present action.

5. Upon termination of this action, or upon request, I will return and deliver all information, documents or other materials produced subject to the Stipulated Protective Order, and all documents or things which I have prepared relating to the information, documents or other materials that are subject to the Stipulated Protective Order, to my counsel in this action, or to counsel for the party by whom I am employed or retained or from whom I received the documents.

6. I hereby submit to the jurisdiction of this Court for the purposes of enforcing the Stipulated Protective Order in this action. I declare under penalty of perjury under the laws of the United States that the following is true and correct.

Executed this ____ day of _____, 2022 at _____.

(Signature of Qualified Person)